

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	No. _____
)	
Plaintiff,	)	<u>COUNT ONE</u>
	)	18 U.S.C. § 1343
v.	)	NMT 30 Years Imprisonment
	)	NMT \$250,000 Fine
ROBERT A. CLAY,	)	NMT 5 Years Supervised Release
[DOB: xx/xx/1953]	)	Class B Felony
)	
Defendant.	)	<u>COUNT TWO</u>
	)	18 U.S.C. § 1957
	)	NMT 10 Years Imprisonment
	)	NMT \$250,000 Fine
	)	NMT 3 Years Supervised Release
	)	Class C Felony
)	
	)	\$100 Mandatory Special Assessment Each Count

I N F O R M A T I O N

THE UNITED STATES ATTORNEY CHARGES THAT:

I N T R O D U C T I O N

1. Defendant ROBERT A. CLAY was the Executive Director of the Boys and Girls Club of Joplin, Missouri, from the late 1980s until November 30, 2003.
2. As Executive Director, defendant's duties and responsibilities included overseeing the day-to-day operations of the Joplin, Missouri Chapter of the Boys and Girls Club (hereinafter referred to as "Boys Club").
3. The Boys Club had a Board of Directors, which was ultimately responsible for the hiring of an executive director as well as the disbursement of money granted or donated to the Boys Club.

4. The Board of Directors pursuant to its by-laws delegated to ROBERT A. CLAY as executive director, the authority to oversee the payment of operating expenses incurred by the Boys Club. As such, defendant had signature authority on the Boys Club general operating bank account.

5. The Boys Club general operating account was at Mercantile Bank in Joplin, Missouri. Mercantile Bank changed ownership to Firststar Bank and then again to US Bank.

THE SCHEME AND ARTIFICE TO DEFRAUD

6. On or about November 14, 1997, the defendant at the direction of the Board of Directors established a Money Market Account at the First State Bank of Joplin, Missouri, in order to receive a \$20,000 federal grant. This federal grant was to be used to establish or sponsor a Boys and Girls Club of Miami, Oklahoma. Defendant had the authority to open this account and to disburse funds from the grant to the Miami, Oklahoma Boys Club.

7. The defendant was supposed to close the First State Money Market account once the \$20,000 federal grant had been disbursed by the Boys Club of Joplin to the Boys and Girls Club of Miami, Oklahoma.

8. Unbeknownst to the Joplin Boys Club Board of Directors, defendant did not close the First State Bank Money Market Account, but instead left it open. This account remained open until closed by the Joplin Boys Club Board of Directors on March 1, 2004.

9. During the time frame from between in or about August 1998, until on or about March 1, 2004, defendant deposited or caused to be deposited \$597,749.49 into the First State Bank Money Market Account and withdrew or caused to be withdrawn \$597,698.86. The funds comprising the \$597,749.49 were contributions, grants, and donations from various sources

intended to be used by or on behalf of the Joplin Boys Club. These funds should have been deposited into the Boys Club's general operating account at US Bank (formerly d/b/a Mercantile Bank, formerly d/b/a Firststar Bank).

10. All of the deposits into and withdrawals from the First State Bank Account, with the exception of the initial \$20,000 deposit in November 1997, were unknown to the Joplin Boys Club Board of Directors. Defendant used most of the \$597,698.86 which he withdrew from this bank account for his own benefit.

11. On or about August 21, 2003, defendant caused a \$50,500 grant from the Famsea Corporation of Calgary, Alberta, Canada, which was in the form of a wire transfer, to be deposited into the First State Bank Account. The \$50,500 grant from Famsea Corporation was intended for use by the Joplin Boys Club to fund a program known as Project Learn and Career Development for Teens. Defendant's actions in directing the \$50,500 Famsea Corporation grant to the First State Bank Money Market Account were unknown to and not approved by the Joplin Boys Club Board of Directors.

12. The \$50,500 grant from Famsea Corporation of Calgary, Alberta, Canada, was sent via wire transfer to the First State Bank Money Market Account in Joplin, Missouri.

13. Between on or about August 22, 2003 and September 8, 2003, defendant transferred or caused to be transferred approximately \$11,600 from the First Bank Account to his bank account at Mercantile Bank in Joplin, Missouri. The \$11,600 represented the proceeds of the \$50,500 wire transfer from Famsea Corporation which had been deposited into the First State Account.

COUNT ONE

1. The United States Attorney incorporates all of the preceding matters set out in paragraphs one (1) through thirteen (13) as though fully set forth at this point.

2. On or about August 21, 2003, in the Western District of Missouri, and elsewhere, ROBERT A. CLAY, defendant herein, for the purpose of executing the scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, did knowingly and willfully cause to be transmitted in interstate and foreign commerce, by means of wire communications, certain writings, signs, and signals, that is, a \$50,500 wire transfer sent by the Famsea Corporation, of Calgary, Alberta, Canada, to First State Bank of Joplin, Missouri, which \$50,500 was intended by Famsea Corporation to be used by and for the benefit of the Boys and Girls Club of Joplin, Missouri, and which defendant caused to be deposited into the First State Bank Account so that he could misappropriate the \$50,500 to his own benefit.

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT TWO

Between on or about August 22, 2003 and September 8, 2003, in the Western District of Missouri, ROBERT A. CLAY, defendant herein, did knowingly engage and attempt to engage in monetary transactions by or through to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, that is, approximately \$11,600 which was transferred from the First State Bank in Joplin, Missouri, to defendant's account at Mercantile Bank in Joplin, Missouri, such property having been derived from specified unlawful activity, that is, wire fraud, contrary to the provisions of Title 18, United States Code, Section 1343.

All in violation of Title 18, United States Code, Sections 1957 and 2.

Respectfully submitted,

Bradley J. Schlozman
United States Attorney

By /s/ D. Michael Green

D. Michael Green #36738
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Dated: May 12, 2006